

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MATTHEW ZIMMERMAN, JAMES ADAMS,)		
GREGG ANZALONE, MICHAEL BLAIR,))	Case No.:
AUDRA BURGHARD, CHRISTIAN COBO,))	
MICHELLE COLEMAN, LYNN DOHERTY,))	
DEBORA DONNELLY, GEORGE FIERRO,))	COMPLAINT
PETER GHARES, KENNETH GJURICH,))	
STUART GOLDSTEIN, JOHN GRIGOS,))	
VINCENT GROSSO, MICHAEL JABEL, SAM))	
JANNAZZO, MIN KI, STUART KIM,))	
JESSYLENIA LIRIANO, FRANK LUCIANO,))	
PAUL LUYKX, ROBERT MACOM, JAMES))	
MCWHORTER, BLANCA MEDINA, JESSICA))	
MENDEZ, EUGENE MENECHINO, LOUIS))	
PICCOLO, KAREN PURCELL, MARK))	
REAVES, PAUL RIZZUTO, MARILYN))	
ROSENBLATT, HILDA SALAZAR, NATALIE))	
SCHWARTZ, STEPHEN SLOTNICK, CRAIG))	
SMITH, JADE STONE, JUAN TEJEDA))	
ACOSTA, CHRISTOPHER UBINAS, NORA))	
VEGA, and WILLIE WASHINGTON,))	
)	
Plaintiffs,))	
v.))	
)	
PROSPECT MORTGAGE, LLC,))	
)	
Defendant.))	

Plaintiffs Matthew Zimmerman (1765 Russet Drive, Cherry Hill, NJ 08003), James Adams (77 Mullens Lane, Bernardsville, NJ 07924), Gregg Anzalone (426 Sutton Place, Norwood, NJ 07648), Michael Blair (404 Morgan Parkway, Brielle, NJ 08730), Audra Burghard (888 Tudor Drive, Toms River, NJ 08753), Christian Cobo (53 Commonwealth Road, Kenilworth, NJ 07033), Michelle Coleman (15 Homestead Parkway West, Tinton Falls, NJ 07724), Lynn Doherty (9 Commanche Drive, Middletown, NJ 07748), Debora Donnelly (29655 North 122nd Drive, Peoria, AZ 85383), George Fierro (P.O. Box 97, Allenwood, NJ 08720),

Peter Ghares (118 Nantucket Drive, Cherry Hill, NJ 08034), Kenneth Gjurich (240 Arthur Musarra Parkway, Upper Unit, Buffalo, NY 14225), Stuart Goldstein (301 Beech Street, Apt. 10A, Hackensack, NJ 07601), John Grigos (6 Decamp Court, West Long Branch, NJ 07764), Vincent Grosso (1608 Clearbrook Road, Lansdale, PA 19446), Michael Jabel (79 Windsor Drive, Dumont, NJ 07628), Sam Jannazzo (2236 Merokee Place, Bellmore, NY 11710), Min Ki (195 John Street, Oradell, NJ 07649), Stuart Kim (2 Morrison Street, St. Closter, NJ 07624), Jessylenia Liriano (71 Prospect Street, #2, Jersey City, NJ 07307), Frank Luciano (19 Oak Street, Wayne, NJ 07470), Paul Luykx (33 Hudson Street, Apt. 1912, Jersey City, NJ 07302), Robert Macom (5 Marissa Court, Ocean View, NJ 08230), James McWhorter (92 Stanhope Road, Sparta, NJ 07817), Blanca Medina (7 Crane Court, Manalapan, NJ 07726), Jessica Mendez (119 Pierre Avenue, Garfield, NJ 07026), Eugene Menechino (351 Norman Drive, Ramsey, NJ 07446), Louis Piccolo (115 Bryant Avenue, Springfield, NJ 07081), Karen Purcell (44 Spring Garden Avenue, Nutley, NJ 07110), Mark Reaves (P.O. Box 233, Edison, NJ 08818), Paul Rizzuto (20 Hillside Avenue, Florham Park, NJ 07932), Marilyn Rosenblatt (108 Amberly Drive, Unit E, Manalapan, NJ 07726), Hilda Salazar (31 Grove Street, Elmwood Park, NJ 07407), Natalie Schwartz (8721 Soaring Eagle Lane, Waxhaw, NC 28173), Stephen Slotnick (19 Ridgewood Drive, Randolph, NJ 07869), Craig Smith (714 Paulison Avenue, Clifton, NJ 07011), Jade Stone (P.O. Box 2072, South Hackensack, NJ 07606), Juan Tejeda Acosta (358 Rector Street, Apt. 220, Perth Amboy, NJ 08861), Christopher Ubinas (249 East 54th Street, Elmwood Park, NJ 07407), Nora Vega (264 Paterson Avenue, Paterson, NJ 07502), and Willie Washington (41 Boyden Avenue, Maplewood, NJ 07040), (collectively, “Plaintiffs”), through their attorneys, make the following allegations against Defendant Prospect Mortgage, LLC (15301 Ventura Boulevard, Suite D300, Sherman Oaks, CA 91403) (“Defendant”):

JURISDICTION

1. This Court has original jurisdiction to hear this Complaint and to adjudicate the claims stated herein under 28 U.S.C. § 1331, this action being brought under the federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”).

2. Venue is proper in the United States District Court, District of New Jersey pursuant to 28 U.S.C. § 1391 because Defendants reside in this district, and because a substantial part of the events giving rise to the claims occurred in this district.

PARTIES AND PROCEDURAL BACKGROUND

3. Plaintiff Matthew Zimmerman (“Plaintiff Zimmerman”) is an adult resident of Cherry Hill, New Jersey. Plaintiff Zimmerman worked as a loan officer for Defendant in an office in the Haddonfield, New Jersey area from approximately April 2010 until August 2011.

4. Plaintiff James Adams (“Plaintiff Adams”) is an adult resident of Bernardsville, New Jersey. Plaintiff Adams worked as a loan officer for Defendant in an office in the Point Pleasant, New Jersey area from approximately January 2011 until December 2011.

5. Plaintiff Gregg Anzalone (“Plaintiff Anzalone”) is an adult resident of Norwood, New Jersey. Plaintiff Anzalone worked as a loan officer for Defendant in an office in the Linden, New Jersey area from approximately August 2007 until June 2009.

6. Plaintiff Michael Blair (“Plaintiff Blair”) is an adult resident of Brielle, New Jersey. Plaintiff Blair worked as a loan officer for Defendant in an office in the Clifton, New Jersey area from approximately January 2009 until July 2009.

7. Plaintiff Audra Burghard (“Plaintiff Blair”) is an adult resident of Toms River, New Jersey. Plaintiff Burghard worked as a loan officer for Defendant in an office in the Point Pleasant, New Jersey area from approximately March 2010 until August 2012.

8. Plaintiff Christian Cobo ("Plaintiff Cobo") is an adult resident of Kenilworth, New Jersey. Plaintiff Blair worked as a loan officer for Defendant in an office in the Linden, New Jersey area from approximately August 2007 until December 2009.

9. Plaintiff Michelle Coleman ("Plaintiff Coleman") is an adult resident of Tinton Falls, New Jersey. Plaintiff Coleman worked as a loan officer for Defendant in an office in the Linden, New Jersey area from approximately November 2009 until September 2011.

10. Plaintiff Lynn Doherty ("Plaintiff Doherty") is an adult resident of Middletown, New Jersey. Plaintiff Doherty worked as a loan officer for Defendant in an office in the Point Pleasant, New Jersey area from approximately June 2009 until June 2012.

11. Plaintiff Debora Donnelly ("Plaintiff Donnelly") is an adult resident of Peoria, Arizona. Plaintiff Donnelly worked as a loan officer for Defendant in an office in the Point Pleasant, New Jersey area from approximately February 2009 until December 2009.

12. Plaintiff George Fierro ("Plaintiff Fierro") is an adult resident of Allenwood, New Jersey. Plaintiff Fierro worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately December 2008 until July 2009.

13. Plaintiff Peter Ghares ("Plaintiff Ghares") is an adult resident of Cherry Hill, New Jersey. Plaintiff Ghares worked as a loan officer for Defendant in an office in the Marlton, New Jersey area from approximately May 2008 until January 2009.

14. Plaintiff Kenneth Gjurich ("Plaintiff Gjurich") is an adult resident of Buffalo, New York. Plaintiff Blair worked as a loan officer for Defendant in an office in the Mount Laurel, New Jersey area from approximately January 2009 until July 2009.

15. Plaintiff Stuart Goldstein (“Plaintiff Goldstein”) is an adult resident of Hackensack, New Jersey. Plaintiff Goldstein worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately April 2004 until September 2009.

16. Plaintiff John Grigos (“Plaintiff Grigos”) is an adult resident of West Long Branch, New Jersey. Plaintiff Grigos worked as a loan officer for Defendant in an office in the Haddonfield, New Jersey area from approximately September 2009 until August 2011.

17. Plaintiff Vincent Grosso (“Plaintiff Grosso”) is an adult resident of Lansdale, Pennsylvania. Plaintiff Grosso worked as a loan officer for Defendant in an office in the Marlton, New Jersey area from approximately August 2008 until March 2010.

18. Plaintiff Michael Jabel (“Plaintiff Jabel”) is an adult resident of Dumont, New Jersey. Plaintiff Jabel worked as a loan officer for Defendant in an office in the Fairfield, New Jersey area from approximately July 2009 until August 2011.

19. Plaintiff Sam Jannazzo (“Plaintiff Jannazzo”) is an adult resident of Bellmore, New York. Plaintiff Jannazzo worked for Defendant as a loan officer out of his home in New York but was assigned to a branch office in the Mount Pleasant, New Jersey area from approximately June 2009 until July 2011.

20. Plaintiff Min Ki (“Plaintiff Ki”) is an adult resident of Oradell, New Jersey. Plaintiff Ki worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately January 2009 until December 2010.

21. Plaintiff Stuart Kim (“Plaintiff Kim”) is an adult resident of St. Closter, New Jersey. Plaintiff Kim worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately November 2007 until November 2010.

22. Plaintiff Jessylenia Liriano (“Plaintiff Lirano”) is an adult resident of Jersey City, New Jersey. Plaintiff Liriano worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately October 2007 until September 2010.

23. Plaintiff Frank Luciano (“Plaintiff Luciano”) is an adult resident of Wayne, New Jersey. Plaintiff Luciano worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately July 2009 until July 2010.

24. Plaintiff Paul Luykx (“Plaintiff Luykx”) is an adult resident of Jersey City, New Jersey. Plaintiff Luykx worked as a loan officer for Defendant in an office in the Haddonfield, New Jersey area from approximately April 2009 until August 2011.

25. Plaintiff Robert Macom (“Plaintiff Macom”) is an adult resident of Ocean View, New Jersey. Plaintiff Macom worked as a loan officer for Defendant in an office in the Mount Laurel, New Jersey area from approximately May 2009 until March 2010.

26. Plaintiff James McWhorter (“Plaintiff McWhorter”) is an adult resident of Sparta, New Jersey. Plaintiff McWhorter worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately June 2009 until August 2011.

27. Plaintiff Blanca Medina (“Plaintiff Medina”) is an adult resident of Manalapan, New Jersey. Plaintiff Medina worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately September 2009 until August 2010.

28. Plaintiff Jessica Mendez (“Plaintiff Mendez”) is an adult resident of Garfield, New Jersey. Plaintiff Mendez worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately October 2007 until October 2010.

29. Plaintiff Eugene Mendechino ("Plaintiff Mendechino") is an adult resident of Ramsey, New Jersey. Plaintiff Mendechino worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately October 1998 until July 2009.

30. Plaintiff Louis Piccolo ("Plaintiff Piccolo") is an adult resident of Springfield, New Jersey. Plaintiff Piccolo worked as a loan officer for Defendant in an office in the Linden, New Jersey area from approximately December 2010 until June 2011.

31. Plaintiff Karen Purcell ("Plaintiff Purcell") is an adult resident of Nutley, New Jersey. Plaintiff Purcell worked as a loan officer for Defendant in an office in the Linden, New Jersey area from approximately October 2008 until September 2011.

32. Plaintiff Mark Reaves ("Plaintiff Reaves") is an adult resident of Edison, New Jersey. Plaintiff Reaves worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately June 2009 until August 2011.

33. Plaintiff Paul Rizzuto ("Plaintiff Rizzuto") is an adult resident of Florham Park, New Jersey. Plaintiff Rizzuto worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately June 2007 until May 2010.

34. Plaintiff Marilyn Rosenblatt ("Plaintiff Rosenblatt") is an adult resident of Manalapan, New Jersey. Plaintiff Rosenblatt worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately January 2010 until May 2011.

35. Plaintiff Hilda Salazar ("Plaintiff Salazar") is an adult resident of Elmwood Park, New Jersey. Plaintiff Salazar worked as a loan officer for Defendant in an office in the Bloomfield, New Jersey area from approximately June 2009 until April 2010.

36. Plaintiff Natalie Schwartz (“Plaintiff Schwartz”) is an adult resident of Waxhaw, North Carolina. Plaintiff Schwartz worked as a loan officer for Defendant in an office in the Mount Laurel, New Jersey area from approximately January 2009 until July 2010.

37. Plaintiff Stephen Slotnick (“Plaintiff Slotnick”) is an adult resident of Randolph, New Jersey. Plaintiff Slotnick worked as a loan officer for Defendant in an office in the Maplewood, New Jersey area from approximately June 2009 until October 2010.

38. Plaintiff Craig Smith (“Plaintiff Smith”) is an adult resident of Clifton, New Jersey. Plaintiff Smith worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately September 2008 until March 2011.

39. Plaintiff Jade Stone (“Plaintiff Stone”) is an adult resident of South Hackensack, New Jersey. Plaintiff Stone worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately February 2008 until November 2010.

40. Plaintiff Juan Acosta Tejada (“Plaintiff Acosta Tejada”) is an adult resident of Perth Amboy, New Jersey. Plaintiff Acosta Tejada worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately July 2009 until May 2010.

41. Plaintiff Christopher Ubinas (“Plaintiff Ubinas”) is an adult resident of Elmwood Park, New Jersey. Plaintiff Ubinas worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately March 2008 until September 2009.

42. Plaintiff Nora Vega (“Plaintiff Vega”) is an adult resident of Paterson, New Jersey. Plaintiff Vega worked as a loan officer for Defendant in an office in the Paramus, New Jersey area from approximately October 2009 until December 2010.

43. Plaintiff Willie Washington (“Plaintiff Washington”) is an adult resident of Maplewood, New Jersey. Plaintiff Washington worked as a loan officer for Defendant in an office in the Clifton, New Jersey area from approximately June 2009 until April 2010.

44. Upon information and belief, Defendant is a California corporation doing business in and maintaining offices in several states throughout the United States, including New Jersey. According to its website, Defendant is one of the largest independent residential retail lenders in the United States, and offers mortgage products such as FHA, VA, conventional, jumbo, and super jumbo loans. Defendant formerly did business under the name Metrocities Mortgage.

45. On October 18, 2010, Elizabeth Sliger, Carol Dion and Scott Avila, on behalf of themselves and all others similarly situated, filed a lawsuit against Defendant in the United States District Court for the Eastern District of California to recover overtime pay, minimum wages, and other relief under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.* (Hereafter referred to as “Sliger” or “the Sliger matter.”) On August 24, 2011, Judge Lawrence K. Karlton granted, in part, the Sliger plaintiffs’ motion for FLSA conditional certification and authorized the Sliger plaintiffs to mail a notice of the lawsuit to all loan officers employed by Defendant between October 18, 2007, and August 24, 2011, who were paid on a commission-only basis. (See Sliger v. Prospect Mortgage, LLC, No. CIV. S-11-465 LKK/EFB, 2011 WL 3747947 (E.D. Cal. Aug. 24, 2011).)

46. Plaintiff Zimmerman opted-in to the Sliger matter on January 6, 2012. (See Ex. A.)

47. Plaintiff Adams opted-in to the Sliger matter on November 16, 2011. (See Ex. A.)

48. Plaintiff Anzalone opted-in to the Sliger matter on December 8, 2011. (See Ex. A.)

49. Plaintiff Blair opted-in to the Sliger matter on November 16, 2011. (See Ex. A.)

50. Plaintiff Burghard opted-in to the Sliger matter on December 23, 2011. (See Ex. A.)

51. Plaintiff Cobo opted-in to the Sliger matter on November 30, 2011. (See Ex. A.)

52. Plaintiff Coleman opted-in to the Sliger matter on November 22, 2011. (See Ex. A.)

53. Plaintiff Doherty opted-in to the Sliger matter on November 22, 2011. (See Ex. A.)

54. Plaintiff Donnelly opted-in to the Sliger matter on November 21, 2011. (See Ex. A.)

55. Plaintiff Fierro opted-in to the Sliger matter on January 9, 2012. (See Ex. A.)

56. Plaintiff Ghares opted-in to the Sliger matter on February 14, 2012. (See Ex. A.)

57. Plaintiff Gjurich opted-in to the Sliger matter on November 22, 2011. (See Ex. A.)

58. Plaintiff Goldstein opted-in to the Sliger matter on December 30, 2011. (See Ex. A.)

59. Plaintiff Grigos opted-in to the Sliger matter on November 18, 2011. (See Ex. A.)

60. Plaintiff Grosso opted-in to the Sliger matter on December 16, 2011. (See Ex. A.)

61. Plaintiff Jabel opted-in to the Sliger matter on December 16, 2011. (See Ex. A.)

62. Plaintiff Jannazzo opted-in to the Sliger matter on November 21, 2011. (See Ex. A.)

63. Plaintiff Ki opted-in to the Sliger matter on November 22, 2011. (See Ex. A.)
64. Plaintiff Kim opted-in to the Sliger matter on November 30, 2011. (See Ex. A.)
65. Plaintiff Liriano opted-in to the Sliger matter on November 30, 2011. (See Ex. A.)
66. Plaintiff Luciano opted-in to the Sliger matter on December 12, 2011. (See Ex. A.)
67. Plaintiff Luykx opted-in to the Sliger matter on November 22, 2011. (See Ex. A.)
68. Plaintiff Macom opted-in to the Sliger matter on December 2, 2011. (See Ex. A.)
69. Plaintiff McWhorter opted-in to the Sliger matter on November 15, 2011. (See Ex. A.)
70. Plaintiff Medina opted-in to the Sliger matter on November 18, 2011. (See Ex. A.)
71. Plaintiff Mendez opted-in to the Sliger matter on November 16, 2011. (See Ex. A.)
72. Plaintiff Menechino opted-in to the Sliger matter on November 22, 2011. (See Ex. A.)
73. Plaintiff Piccolo opted-in to the Sliger matter on November 21, 2011. (See Ex. A.)
74. Plaintiff Purcell opted-in to the Sliger matter on January 3, 2012. (See Ex. A.)
75. Plaintiff Reaves opted-in to the Sliger matter on January 30, 2012. (See Ex. A.)
76. Plaintiff Rizzuto opted-in to the Sliger matter on November 28, 2011. (See Ex. A.)

77. Plaintiff Rosenblatt opted-in to the Sliger matter on November 28, 2011. (See Ex. A.)

78. Plaintiff Salazar opted-in to the Sliger matter on November 22, 2011. (See Ex. A.)

79. Plaintiff Schwartz opted-in to the Sliger matter on November 18, 2011. (See Ex. A.)

80. Plaintiff Slotnick opted-in to the Sliger matter on November 28, 2011. (See Ex. A.)

81. Plaintiff Smith opted-in to the Sliger matter on November 21, 2011. (See Ex. A.)

82. Plaintiff Stone opted-in to the Sliger matter on November 18, 2011. (See Ex. A.)

83. Plaintiff Tejeda Acosta opted-in to the Sliger matter on November 21, 2011. (See Ex. A.)

84. Plaintiff Ubinas opted-in to the Sliger matter on November January 9, 2012. (See Ex. A.)

85. Plaintiff Vega opted-in to the Sliger matter on December 12, 2011. (See Ex. A.)

86. Plaintiff Washington opted-in to the Sliger matter on November 21, 2011. (See Ex. A.)

87. By stipulation of the parties in Sliger, the Court decertified the Sliger matter on January 23, 2013. (Ex. B.) The stipulation permits “individual opt-in plaintiffs, who so choose, [to] pursue their individual claims in other forums.” (Id.) In addition, the stipulation states that, the claims of all opt-in plaintiffs, including the claims of Plaintiffs, are tolled from the time they opted-in to the Sliger matter until April 23, 2013. (Id.)

88. Plaintiffs bring this action pursuant to the FLSA, 29 U.S.C. § 201 *et seq.* Plaintiffs worked for Defendant as loan officers during the relevant statutory periods. During the relevant statutory periods, Plaintiffs regularly worked over forty hours per week without overtime compensation. Plaintiffs seek relief for Defendant's failure to pay overtime compensation under federal law.

FACTUAL ALLEGATIONS

89. Defendant employed Plaintiffs as loan officers.

90. Defendant classified Plaintiffs as "exempt" from the overtime pay requirements of the FLSA and state law.

91. Plaintiffs are informed, believes, and thereon allege that Defendant's gross annual sales made or business done is \$500,000.00 or greater. Defendant operates in interstate commerce by, among other things, selling mortgage loan products in multiple states.

92. Defendant paid Plaintiffs on a commission-only basis.

93. Plaintiffs routinely worked in excess of forty hours per week for Defendant.

94. Defendant suffered and permitted Plaintiffs to work more than forty hours per week without overtime compensation.

95. Defendant is in the business of selling mortgages. Plaintiffs' work is and was directly related to mortgage sales.

96. Defendant did not keep accurate records of the Plaintiffs' hours worked. Defendant never instructed Plaintiffs to keep records of their hours worked.

97. Defendant's unlawful conduct has been widespread, repeated and consistent.

98. Defendant is aware of wage and hour laws, as evidenced by the fact that provides overtime compensation to other employees who are not loan officers. Moreover, it is common

industry knowledge that courts and the United States Department of Labor have found loan officers to be non-exempt.

99. Defendant's conduct, as set forth in this Demand, was willful and in bad faith, and caused significant damages to Plaintiffs.

COUNT I
FAIR LABOR STANDARDS ACT
(Overtime Violations)

100. Plaintiffs allege and incorporate the above paragraphs by reference as if fully set forth herein.

101. At all times relevant herein, Defendant has been, and continues to be, an "employer," and Plaintiffs have been, or continue to be, "employees" within the meaning of 29 U.S.C. §§ 203(d) and (e).

102. The FLSA requires covered employers, such as Defendant, to compensate all non-exempt employees at a rate not less than one and one-half times their regular rate of pay for work performed in excess of forty hours per week. 29 U.S.C. § 207. As such, Plaintiffs are entitled to overtime compensation at one and one-half times their regular rate of pay for work performed in excess of forty hours per week.

103. By failing to compensate Plaintiffs with overtime compensation for their overtime hours worked, Defendant has violated, and continues to violate the FLSA.

104. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

105. Plaintiffs seek damages in the amount of Plaintiffs' unpaid overtime wages, an equal amount as liquidated damages, interest, all costs and attorneys' fees incurred in

prosecuting this claim, all other relief available under the FLSA, and all other such legal and equitable relief as the arbitrator deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

- A. Judgment that Plaintiffs are non-exempt employees entitled to protection under the FLSA;
- B. Judgment against Defendant for violations of the overtime provisions of the FLSA;
- C. Judgment that Defendant's violations as described above were willful;
- D. An award in an amount equal to Plaintiffs' unpaid overtime wages at the applicable rates, liquidated damages, and interest thereon, subject to proof in Court;
- E. An award of prejudgment interest to the extent liquidated damages are not awarded;
- F. An award of reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216;
- G. Leave to amend to bring additional claims, including but not limited to claims for violations of state law and claims for unpaid minimum wages under the FLSA; and
- H. For such other and further relief, in law or equity, as the Court may deem appropriate and just.

Dated: April 23, 2013

SCHALL & BARASCH, LLC

s/Patricia A. Barasch

Patricia A. Barasch, NJ Bar No. 0055480
Moorestown Office Center
110 Marter Avenue, Suite 302
Moorestown, NJ 08057
Telephone: (856) 914-9200
Fax: (856) 914-9420
Email: pbarasch@schallandbarasch.com

NICHOLS KASTER, PLLP

Andrew G. Chase, MN Bar No. 0391935*
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Telephone (612) 256-3200
Facsimile (612) 215-6870
Email: achase@nka.com

**pro hac vice admission forthcoming*

ATTORNEYS FOR PLAINTIFFS